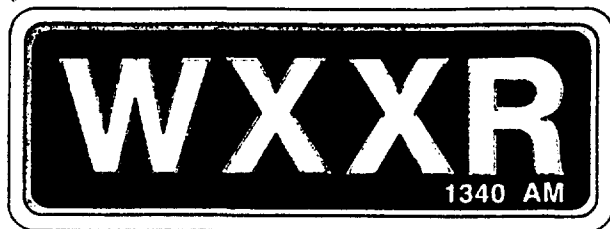


EXHIBIT B

***(Consent Agreement Between
Perry Communications, Inc. and
Good Earth Broadcasting, Inc.)***



LETTER OF AGREEMENT

1. This is a letter of Agreement which represents a binding contract between Perry Communications, Inc. ("PCI") and Good Earth Broadcasting, Inc. ("GEBI"). PCI is the licensee of station WASZ-FM in Ashland, Al. GEBI is the sole applicant for the proposed station at Holly Pond, Al. which bears the applicant reference number of ~~900~~122NT.

2. PCI wishes to upgrade WASZ-FM to a class C3 station. GEBI understands that this upgrade is possible if it agree's to relocation of it's proposed transmitter site, and proposed frequency as proposed in a Usable Area Study performed by Bromo Communications of St. Simons Island, Ga. GEBI understands that this change will allow an upgrade from the present proposed 3 KW to 6 KW.

3. GEBI, in order to show support for, and consent with the proposal of upgrade for WASZ-FM submits this Letter of Agreement to PCI for submission to the FCC.

4. In consideration for GEBI's consent, assistance and full cooperation, PCI promises to do the following:

- (a) Contract with Bromo Communications to prepare any and all engineering, as well as legal expenses that may be necessary for GEBI to proceed with the proposed changes with it's application for construction permit.
- (b) Since it is impossible to foresee all expenses that might be incurred by GEBI to meet the requirements of the proposed upgrade for WASZ-FM, it is agreed upon that PCI will be responsible for all expenses incurred by GEBI that would not have been incurred by using it's present proposed sight. Payment of these expenses will be made to GEBI by PCI within 30 days of submission of invoice to PCI.

5. Should this agreement at any time jeopardize the sole applicant status of the proposed GEBI station, GEBI will at it's discretion have the right to withdraw it's support for the WASZ-FM upgrade proposal.

6. Should breach of this agreement occur by PCI or GEBI the offended party will have the right to full legal recourse.
7. This agreement is subject to the approval of the FCC and if the FCC does not approve the upgrade for WASZ-FM then this agreement will be considered null and void.
8. This Letter Agreement shall be construed under the laws of the State of Alabama.

Signed this 23 day of December, 1992.

Perry Communications, Inc.

Good Earth Broadcasting, Inc.

By: Robert A. Perry

By: Ray L. Bahr

Subscribed and Sworn to before Me this 23 day of Dec 1992.

Randall A. Sucher Notary Public

My commission expires 6/10/95

EXHIBIT C

***(Consent Agreement Between
Perry Communications, Inc. and
Radio Station WKEA-FM)***

U

A G R E E M E N T

This agreement entered into this 23rd day of December, 1992 by and between KEA Radio, Inc. licensee of WKEA-FM, Scottsboro, Alabama (hereinafter referred to as First Party) and Perry Communications, ^{INC. Ashland} Licensee of WASZ (FM), Ashland, Alabama (hereinafter referred to as Second Party).

Whereas Second Party desires to change assigned channels of operation in order to effect an upgrade of the facilities of WASZ (FM) and allow the station to operate with more power and serve a wider area.

And whereas it is necessary for First Party to agree to a change in its assigned frequency and site to accomodate the upgrade desire of Second Party.

And whereas First Party has used its channel and frequency as a means to identify its stat-on for the past eleven years spending many thousands of dollars in advertising, publicity, logos, printing, signs, company van and other means of identification of said station as "K98".

And whereas, with the proposed change, all monies expended for the purpose of the development of "K98" would be lost and a like amount would need to be spent to effectuate a new station identification.

And whereas Sdcond Party has agreed to compensate First Party for the loss and expenses.

It is hereby agreed that:

1. First Party would agree to the change from Channel 252 (98.3 Mhz) to Channel 261 (100.1 Mhz)
2. Second Party would agree to a monetary compensation to be paid to First Party in the amount of twenty five thousand dollars (\$25,000.00) to be paid prior to the change of First Party to Channel 261 with said amount to be paid in cash.
3. Second Party further agrees to reimburse First Party for technical expenses relative to the change of channels to include, but not limited to, the change or tuning of the antenna, tower work and engineering costs. Said amount to be paid in cash upon proper production of receipts by First Party not to exceed twenty-five hundred dollars (\$2,500.00).
4. While it is the desire of both parties that the change be made at the present tower site of First Party, should it be necessary due to Federal Communications Commission regulations to move to a new site, Second Party will bear all costs relative to the move to include, but not limited to, the cost of land to be purchased.

5. All costs and fees related to this agreement to include legal fees, filing and grant fees and engineering fees are to be born by Second Party.

This agreement and any proposed changes are subject to the approval of the Federal Communications Commission.

Ronald H. Livengood
KEA Radio, Inc. by
Ronald H. Livengood, President

Date 12/23/92

Witness Al Haynes

Robert H. Perry
INC. ~~MR. PERRY~~
Perry Communications A by President

Date 12-29-92

Witness Al Haynes

CERTIFICATE OF SERVICE

I, Cary S. Tepper, hereby certify that on this 29th day of December 1992, I have served a copy of the foregoing **"Reply Comments of Perry Communications, Inc."** first-class, postage-prepaid, on the following:

Service List for MM Docket No. 92-227

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Policy & Rules Division
Federal Communications Commission
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Service List for MM Docket No. 89-585 (Anniston, AL)

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*/denotes delivery
by hand


Cary S. Tepper, Esq.